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11 *Counsel for Integrated Financial Associates, Inc.,
12 Ken Templeton, William Dyer,
13 Town Center Lender Group LLC,
14 and Integrated Managers LLC*

15 **UNITED STATES DISTRICT COURT**
16
FOR THE DISTRICT OF NEVADA

17 ALEX GILBERT, an individual; DIANE
18 GILBERT, an individual;

19 Plaintiffs,
20 v.
21

22 INTEGRATED FINANCIAL
23 ASSOCIATES, INC., a Nevada
24 corporation; KEN TEMPLETON, an
25 individual; WILLIAM DYER, an
26 individual; ALAN R. SMITH an individual
27 TOWN CENTER LENDER GROUP LLC,
28 a Nevada limited liability company;
INTEGRATED MANAGERS LLC, a
Nevada limited liability company;
WESTERN ALLIANCE
BANCORPORATION dba BANK OF
NEVADA, a Delaware corporation; DOES
I-X; ROES XI-XX;

Defendants.

Case No.: 2:21-cv-02244-JCM-EJY

**STIPULATION AND ORDER TO DISMISS
COMPLAINT**

29 Defendants Integrated Financial Associates Inc. (“IFA”), Ken Templeton (“Templeton”),
30 William Dyer (“Dyer”), Town Center Lending Group, LLC (“Town Center”), and Integrated
31 Managers LLC (“IM” and together with IFA, Dyer, Templeton, and Town Center, the “IFA
32 Defendants”) by and through their counsel, the law firm of Carlyon Cica Chtd.; Alan R. Smith,
33 appearing pro se (“Smith”); Western Alliance Bancorporation dba Bank of Nevada (“Bank”), by
34 and through its counsel, the law firm of Smith, Larson & Wixom; and Alex Gilbert and Diane Gilbert

1 (collectively “Plaintiffs”) by and through their counsel, the Law Offices of Byron Thomas, hereby
2 stipulate and agree as follows (the “Stipulation”):

3 **RECITALS**

4 WHEREAS, on December 24, 2021, the Plaintiffs filed their Complaint in the above-
5 captioned proceedings; and

6 WHEREAS, counsel for the parties have had discussions resulting in an agreement to dismiss
7 the Complaint, without prejudice.

8 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Parties that the
9 above-captioned Complaint be dismissed, without prejudice.

10 IT IS FURTHER HEREBY STIPULATED AND AGREED that, while the Parties agree that
11 this Court not award costs or fees, the Defendants reserve the right to request attorneys’ fees and
12 costs, including those incurred in connection with this matter, if Plaintiffs pursue their claims in
13 another proceeding or forum.

14 **IT IS SO STIPULATED.**

15 DATED this 11th day of May 2022.

16 CARLYON CICA CHTD.

LAW OFFICES OF BYRON THOMAS

17 By: /s/ Candace C. Carlyon, Esq.
18 CANDACE C. CARLYON, ESQ.
19 TRACY M. O’STEEN, ESQ.
Counsel for the IFA Defendants

By: /s/ Byron E. Thomas, Esq.
BYRON E. THOMAS, ESQ.
Attorneys for Plaintiffs

20 ALAN R. SMITH.

SMITH LARSEN AND WIXOM

21 By: /s/ Alan R. Smith, Esq.
22 ALAN R. SMITH, pro se

By: /s/ Michael B. Wixom, Esq.
MICHAEL B. WIXOM, ESQ.
KARL L. NIELSON, ESQ.
Counsel for Defendant
Western Alliance Bancorporation
dba Bank of Nevada

25 **IT IS SO ORDERED.**

26 
27 UNITED STATES DISTRICT JUDGE,

28 Date: May 16, 2022